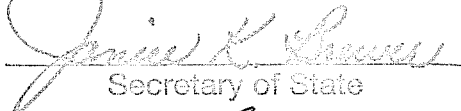
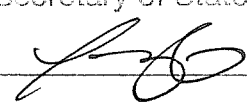


IGA File No.: 07-189 I
AG Contract No.: P001-2007-004041-22
Project No.:
Project: Bridge Inspection
Section:
TRACS No.: MAINTAGR
Budget Source Item No.: N/A

NO. 29752
Filed with the Secretary of State
Date Filed: 3-12-08

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF MARICOPA


Secretary of State
By: 

THIS AGREEMENT is entered into this date March 12, 2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MARICOPA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 11-251 and 11-951 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, The National Bridge Inspection Standards (NBIS). The NBIS requires that State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions. The NBIS outline requirements for inspection frequency and procedures that each State's must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with of the NBIS is a required component in order to be eligible for Federal-Aid Highway Bridge funding.
4. A local agency has the authority to perform NBIS inspections on its Public bridges. Currently, some local agencies throughout the State perform such inspections. This agreement does not preclude a local agency from requesting to perform NBIS inspections on its public bridges.
5. The Parties wish to promote consistent inspection methodologies throughout the State.
6. The State will cover the cost of City bridge inspections through adjusting the percentage of Federal bridge funding allocated to off-system Highway Bridges.
7. The State and the City wish to enter into an agreement whereby City authorizes State to perform NBIS inspections on bridges owned or controlled by the City.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

II. DEFINITIONS

NBI Inventoried Bridge:

A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

National Bridge Inspection Standards (NBIS).

Federal regulations establishing requirements for Inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

Public Road;

Any road under the jurisdiction of and maintained by a public authority and open to public travel.

III. SCOPE OF WORK

1. The State will:

- a. Inspect NBI inventoried bridges owned by City according to the NBIS.
- b. Communicate with City on a timely basis and inform City of the start date of the bridge inspection; and offer to meet with the designated representatives of City to discuss the inspection.
- c. Forward the copies of completed bridge inspection report documents to the City in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the City.
- d. Record the updated Bridge Inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).
- e. The State will not carry out any recommended maintenance or repair activities for City bridges.

2. The City will:

- a. Allow and authorize the State to inspect NBI inventoried bridges owned by City according to NBIS.
- b. Grant the State any necessary Rights of Entry or permits at no fee for the completion of the State's tasks under this Agreement.
- c. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
- d. Notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. Also notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.
- e. Provide traffic control at no fee during the bridge inspections by the State when necessary.
- f. Once City performs the recommended repair work, forward the information and the completion date to the State.

IV. MISCELLANEOUS PROVISIONS

1. State may carry out its activities under this Agreement through qualified consultants.
2. The State will not carry out any maintenance or repair activities for local agency bridges.
3. On its own discretion, City may accompany State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.
4. City may obtain a second opinion at City expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State will make a final recommendation.
5. The Parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the Parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the City structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages.
6. This Agreement shall become effective upon filing with the Secretary of State.
7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
8. The Parties agree to submit any disputes arising under this Agreement to binding arbitration before the American Arbitration Association. For disputes involving parties other than the State and City, venue shall lie in Maricopa County Superior Court, Phoenix Arizona.
9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation

Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Maricopa

Attn: Brent Billingsley
PO Box 610
Maricopa, Arizona 85239
(520) 568-9098 ext 253
(520) 568-9120 Fax

10. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Fulfillment of the obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

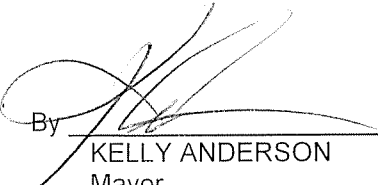
12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF MARICOPA

STATE OF ARIZONA

Department of Transportation

By 
KELLY ANDERSON
Mayor

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

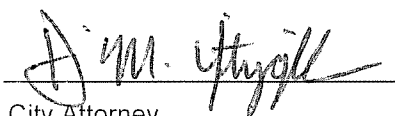
By 
VANESSA BUERAS
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF MARICOPA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MARICOPA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 23rd day of January, 2008



City Attorney



ARIZONA

CITY OF MARICOPA

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January 15, 2008

regular meeting actions | regular meeting minutes | work session minutes | special session minutes

Regular Meeting Actions

Agenda Item	Description/Action
7:09 PM Call to Order	A regular meeting of the City of Maricopa Council was held at the Global Water Center (22590 N. Powers Parkway – Maricopa, AZ 85239). The meeting was called to order at 7:01pm. Those present were Mayor Kelly Anderson, Vice-Mayor Murphree, Council Members Edward Farrell, Will Dunn, Joe Estes, Kelly Haddad, Dallas Paulsen, City Attorney Denis Fitzgibbons, Assistant City Manager Roger Kolman, PRL Director Marty McDonald, City Clerk Vanessa Bueras, Planning Director Amy Haberbosch, Chief Melvin and Transportation Manager Brent Billingsley.
Roll Call	
Invocation	
Pledge of Allegiance	
Oath of Office	The newly appointed councilmember, Dallas Paulsen assumed office. The Honorable Judge Scott Sulley administered the oath of office to the newly appointed councilmember.
Proclamations, Acknowledgements and Awards	
Report from the Mayor	
Call to the public	
Minutes	
Public hearing	A request by Shea Homes, LLC and Fulton Homes Corp for approval of an amendment to the Avalea Master Planned Development located within the City of Maricopa incorporated limits. The applicant is requesting to amend the PAD overlay of 1,380.7 acres, excluding the Trilogy Active Adult Community, zoned under case numbers PAD05.15 and ZON05.14 approved on August 1, 2006. The amendment requested is the following; CR-2, CR-3, CR-4, CR-5, TR, CB-2, PAD overlay to CR-2, CR-3, CR-5, TR, CB-2 (General Business Zone). This zoning is to allow for a variety of uses including; residential, commercial, mixed use, school, and open space. This development is located in Township 5 South, Range 3 East, Sections 2, 3, 11, and a portion of Section 12 in the City of Maricopa. The property is

		<p>generally bounded by John Wayne Parkway (SR 347) on the West, Peters and Nall Road on the South, Porter Road along the Northeast half, Farrell Road to the North and ½ mile West of White and Parker Road.</p>
	<p>Consent Agenda</p>	<p>The City Council discussed and took action on consent agenda items 8.1 through 8.8 The consent agenda was as follows:</p> <ul style="list-style-type: none"> ○ *Special Event Liquor License. The City Council shall consider recommending approval to the Arizona State Liquor Board for a Special Event Liquor License application submitted by Against Abuse Incorporated for the purpose of selling alcohol at the Seeds of Change Gala to be held on February 23, 2008 at the Global Water Center located at 22590 N. Powers Parkway, Maricopa, AZ 85238. Discussion and Action. ○ *Right of Way Dedication. The City Council shall discuss and possibly take action on a request by Transportation Director Brent Billingsley to accept dedications of right of way, from Shea Homes, to dedicate a portion of Honeycutt Road abutting Rancho Mirage and Roosevelt Avenue abutting Acacia Crossing, for public use. Discussion and Action. ○ *Special Event Permit. The City Council shall discuss and possibly take action on approving a special event permit for an event known as Martin Luther King Day Celebration; Unity Has No Borders on January 21, 2008 from 10am to 5pm at Rotary Park. Discussion and Action. ○ *Lease Agreement. The City Council shall discuss and possibly take action on approving a Lease Agreement between the City of Maricopa and the City of Casa Grande to facilitate leasing of Public Works equipment between entities. Discussion and Action. ○ *Intergovernmental Agreement. The City Council shall discuss and possibly take action on approving an IGA between the City of Maricopa and the State of Arizona to facilitate inspection of all National Bridge Inspection (NBI) inventoried bridges owned by the City of Maricopa, to the NBI standards. Discussion and Action. ○ *Resolution 08-01. A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, accepting public improvements and maintenance responsibility for all streets within Rancho Mirage Phase I, Parcel I, Honeycutt Road and the bridge on Honeycutt Road into the city street/road maintenance system. The streets include all local internal streets within Phase I, Parcel I, Honeycutt Road and the bridge on Honeycutt Road of the Rancho Mirage Subdivision. Discussion and Action. ○ *Resolution 08-02. A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, accepting public improvements and maintenances responsibility for all streets within Sorrento Parcel 3, into the city street/road maintenance system. The streets include all local internal streets within Parcel 3 of the Sorrento Subdivision. Discussion and Action. ○ *Extension of Contract. The City Council shall discuss and possibly take action on extending the City's current contract with Heinfeld, Meech & Company to provide auditing services for the 2005-2006 and 2006-2007 fiscal years for the now dissolved Maricopa Fire District and a

		<p>budgetary transfer in the amount of \$15,000 from 100-41940-350 (contingency) to 100-41510-320 (professional services) to fund those services. Discussion and Action.</p> <p>Mayor Anderson motioned to approve consent agenda items 8.1 through 8.8 with the exception of agenda item 8.3. Second was made by Vice Mayor Murphree. Motion was passed unanimously 7-0.</p>
	Agenda Item : 8.3: Special Event Permit	<p>The City Council discussed and took action on approving a special event permit for an event known as Martin Luther King Day Celebration; Unity Has No Borders on January 21, 2008 from 10am to 5pm at Rotary Park.</p> <p>Mayor Anderson motioned to approve agenda item 8.3. Second was made by Vice Mayor Murphree. Motion was passed unanimously 7-0.</p>
	Agenda Item: 8.9: Finance Committee	<p>The City Council discussed and took action on appointing five (5) members of the public and one (1) member of the City Council to serve on the Finance Committee in accordance with Section 2-4-10 of the Maricopa City Code.</p> <p>Those appointed were Keith Kirkman, Mark Perkins, Lynne Schumal, Jay Sharver and Brian Luedke.</p> <p>Councilmember Haddad motioned to approve agenda item 8.9. Second was made by Vice Mayor Murphree. Motion was passed unanimously 7-0.</p>
	Agenda Item 8.10: Liquor License Application	<p>The City Council considered recommending approval to the Arizona State Liquor Board for a Liquor Store License application submitted by Wei Guo on behalf of Great Wall located at 20928 N. John Wayne Parkway, Suite C-1, Maricopa, Arizona 85239.</p> <p>Councilmember Haddad motioned to approve agenda item 8.10. Second was made by Councilmember Paulsen. Motion was passed unanimously 7-0.</p>
	Agenda Item : 8.11: Intentionally Left Blank	Intentionally Left Blank
	Agenda Item 8.12: Resolution 08-03	<p>A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, allowing the expenditure of transportation development impact fees in the amount of \$296,143.50 to reimburse Elliott Homes for ½ the cost of road improvements on Porter Road at the Maricopa-Casa Grande Highway that were done pursuant to a development agreement dated November 8, 2005.</p> <p>Motion to approve made by Councilmember Dunn. Second was made by Councilmember Haddad. Motion was passed unanimously 7-0.</p>
	Agenda Item 8.13: Approval of Purchase.	<p>The City Council discussed and took action on approving a request by Transportation Director Brent Billingsley to purchase a medium-duty 4x2 truck with 40' aerial lift and utility body from Equipment Technology, LLC in the amount of \$84,000 to support maintenance and operation of light standards and traffic signals. Pricing is based on the City of Mesa Cooperative Purchasing Contract and will be funded from budget line item 200-43120-740.</p> <p>Motion to approve made by Councilmember Estes. Second was made by Councilmember Haddad. Motion was passed unanimously 7-0.</p>
	Agenda Item 8.14:	The City Council on approving a request by Fire Chief William Kelleher to

Approval of Purchase.

purchase a discussed and took action Mobile Water Supply (tanker) Fire Apparatus from Central States Fire Apparatus, LLC for an amount not to exceed \$330,000 to be funded from budget line item 100-42200-742 based on compliance with City of Maricopa City Purchasing Code, Section 3-4-7, lowest responsive bidder.

Councilmember Estes motioned to approve made by Councilmember Estes. Second was made by Councilmember Haddad. Motion passed unanimously 7-0.

**Agenda Item 8.15:
PAD07.06**


A request by Shea Homes, LLC and Fulton Homes Corp for approval of an amendment to the Avalea Master Planned Development located within the City of Maricopa incorporated limits. The applicant is requesting to amend the PAD overlay of 1,380.7 acres, excluding the Trilogy Active Adult Community, zoned under case numbers PAD05.15 and ZON05.14 approved on August 1, 2006. The amendment requested is the following: CR-2, CR-3, CR-4, CR-5, TR, CB-2, PAD overlay to CR-2, CR-3, CR-5, TR, CB-2 (General Business Zone). This zoning is to allow for a variety of uses including; residential, commercial, mixed use, school, and open space. This development is located I n Township 5 South, Range 3 East, Sections 2, 3, 11, and a portion of Section 12 in the City of Maricopa. The property is generally bounded by John Wayne Parkway (SR 347) on the West, Peters and Nall Road on the South, Porter Road along the Northeast half, Farrell Road to the North and ½ mile West of White and Parker Road.

Motion to approve made by Councilmember Dunn. Second was made by Councilmember Haddad. Motion was passed unanimously 7-0.

**Agenda Item9.0:
Executive Session**

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Interim City Hall 45145 W. Madison Ave. P.O. Box 610 Maricopa, AZ 85239

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8849 Facsimile: 602.542.3646 E-mail: Joe.Acosta@azag.gov</p>
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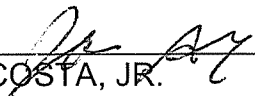
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007004041-22 (**JPA 07-189-I**), an Agreement between public agencies, i.e., The State of Arizona and City of Maricopa, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 7, 2008

TERRY GODDARD
Attorney General



JOE ACOSTA, JR.
Assistant Attorney General
Transportation Section

JA:mjf:142608
Attachment